

EXHIBIT 3

Daryl Raiford - Confidential - May 15, 2018

1 NO. DC-16-12593
2 GENBAND MANAGEMENT SERVICES) IN THE DISTRICT COURT
CORPORATION,)
3)
Plaintiff,)
4)
VS.)
5)
COEFFICIENT, LLC and)
6 TELEFFICIENT, LLC,)
))
7 Defendants/)
Counter-Plaintiffs) DALLAS COUNTY, TEXAS
8 VS.)
))
9 GENBAND MANAGEMENT SERVICES)
CORPORATION, GENBAND)
10 HOLDINGS COMPANY AND)
GENBAND US, LLC,)
11)
Counter-Defendants.) 116TH JUDICIAL DISTRICT

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CONFIDENTIAL
ORAL AND VIDEOTAPED DEPOSITION OF
DARYL RAIFORD
MAY 15, 2018

1 ORAL AND VIDEOTAPED DEPOSITION of DARYL
2 RAIFORD, produced as a witness at the instance of the
3 Defendants/Counter-Plaintiffs, and duly sworn, was
4 taken in the above-styled and numbered cause on the
5 15th of May, 2018, from 10:06 a.m. to 4:14 p.m.,
6 before Audra B. Paty, CSR in and for the State of
7 Texas, reported by machine shorthand, at the offices
8 of Baker Botts LLP, 2001 Ross Avenue, in the City of
9 Dallas, County of Dallas, State of Texas, pursuant to
10 Notice and the Texas Rules of Civil Procedure.

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A P P E A R A N C E S

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ALSO PRESENT:

Mr. Wayne Rennke, Videographer

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<p style="text-align: right;">7</p> <p>1 PROCEEDINGS</p> <p>2 THE VIDEOGRAPHER: We are on the video</p> <p>3 record at 10:06 a.m. beginning media number 1 of the</p> <p>4 videotaped deposition of Daryl Raiford.</p> <p>5 Today's date is May 15th, 2018. If the</p> <p>6 attorneys present would please state their appearance</p> <p>7 for the record as well as any agreements, after which</p> <p>8 the court reporter would please swear in the</p> <p>9 witness.</p> <p>10 MR. RUBENSTEIN: Jonathan Rubenstein for</p> <p>11 Baker Botts on behalf of the GENBAND entities and the</p> <p>12 witness, and with me is my colleague Allie Smith.</p> <p>13 MR. BEXLEY: Tyler Bexley from the law</p> <p>14 firm of Reese Marketos representing the defendant and</p> <p>15 counter-claimants CoEfficient and TelEfficient.</p> <p>16 DARYL RAIKORD,</p> <p>17 having been first duly sworn, testified as follows:</p> <p>18 EXAMINATION</p> <p>19 BY MR. BEXLEY:</p> <p>20 Q. Good morning, sir.</p> <p>21 A. Good morning.</p> <p>22 Q. Will you please state your full name?</p> <p>23 A. Daryl Edward Raiford.</p> <p>24 Q. And, Mr. Raiford, where are you from? Where</p> <p>25 do you currently live?</p>	<p style="text-align: right;">9</p> <p>1 A. I was the CFO.</p> <p>2 Q. And then prior to that, when is the most</p> <p>3 recent deposition before 2005?</p> <p>4 A. Would have been 2002.</p> <p>5 Q. And was that in a corporate capacity or</p> <p>6 personally?</p> <p>7 A. That was in a corporate capacity.</p> <p>8 Q. What company were you with at that time?</p> <p>9 A. Compaq Computer Corporation.</p> <p>10 Q. And what was the general nature of that</p> <p>11 lawsuit?</p> <p>12 A. The Hewlett family had sued -- filed to block</p> <p>13 the merger of Hewlett Packard and Compaq Computer</p> <p>14 Corporation. It was in a Delaware court.</p> <p>15 Q. Any other lawsuits that you can remember</p> <p>16 providing a deposition in?</p> <p>17 A. No.</p> <p>18 Q. Any testimony at trial in a lawsuit?</p> <p>19 A. No.</p> <p>20 Q. Any other types of hearings or court</p> <p>21 proceedings where you've testified?</p> <p>22 A. Within -- recently within the last year, I</p> <p>23 appeared at a sentencing hearing for a -- in a federal</p> <p>24 court for a criminal trial.</p> <p>25 Q. And what was your relation to the defendant</p>
<p style="text-align: right;">8</p> <p>1 A. I reside -- my homestead is in Austin, Texas.</p> <p>2 Q. What is your home address?</p> <p>3 A. 201 Sanostee Cove, Austin, Texas 78733.</p> <p>4 Q. And you understand you're here today to</p> <p>5 testify in a lawsuit between several GENBAND entities</p> <p>6 and my clients TelEfficient and CoEfficient?</p> <p>7 A. Yes.</p> <p>8 Q. Have you ever given a deposition before?</p> <p>9 A. Yes.</p> <p>10 Q. How many times?</p> <p>11 A. At least twice.</p> <p>12 Q. When was the most recent deposition you gave?</p> <p>13 A. 2005.</p> <p>14 Q. And was that in your capacity as an employee</p> <p>15 for some company was that --</p> <p>16 A. Yes.</p> <p>17 Q. -- in a personal capacity?</p> <p>18 A. As an employee.</p> <p>19 Q. What company?</p> <p>20 A. Travelport Limited.</p> <p>21 Q. And what was just the general nature of that</p> <p>22 lawsuit?</p> <p>23 A. Related to a dispute over an earnout in an</p> <p>24 acquisition transaction.</p> <p>25 Q. And how were you involved in that?</p>	<p style="text-align: right;">10</p> <p>1 or to the proceeding?</p> <p>2 A. The defendant was the criminal that had been</p> <p>3 found guilty and the -- he was a Nigerian national</p> <p>4 that defrauded the company through wire fraud. And so</p> <p>5 I appeared before -- in the -- appeared before the</p> <p>6 court to, you know, explain the situation and ask for</p> <p>7 grave sentencing.</p> <p>8 Q. All right. And when you say the company, are</p> <p>9 you referring to GENBAND?</p> <p>10 A. Yes.</p> <p>11 Q. And that was, you said, within the last year</p> <p>12 or so?</p> <p>13 A. Right. July -- I believe July or August</p> <p>14 2017.</p> <p>15 Q. And do you recall what court that was in?</p> <p>16 A. No, but it is here in Dallas. It is the</p> <p>17 federal district court in Dallas.</p> <p>18 Q. The United States District Court for the</p> <p>19 Northern District of Texas?</p> <p>20 A. Yeah.</p> <p>21 Q. Okay. So since you have given depositions</p> <p>22 before, I won't belabor the point too much, but just a</p> <p>23 couple of grounds rules so we're on the same page.</p> <p>24 Number one that I think we've violated a little bit</p> <p>25 inadvertently already is we want to make sure not to</p>

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<p style="text-align: right;">131</p> <p>1 A. No, no.</p> <p>2 MR. BEXLEY: All right. Take a break.</p> <p>3 THE VIDEOGRAPHER: Off the record. The</p> <p>4 time is 12:57 p.m.</p> <p>5 (Recess 12:57 to 1:49.)</p> <p>6 THE VIDEOGRAPHER: We're going back on</p> <p>7 the record. The time is 1:49 p.m.</p> <p>8 Q. (BY MR. BEXLEY) Good afternoon, Mr. Raiford.</p> <p>9 Welcome back from lunch.</p> <p>10 A. Thank you.</p> <p>11 Q. At some point during GENBAND's relationship</p> <p>12 with TelEfficient, did GENBAND decide to begin making</p> <p>13 loans to TelEfficient?</p> <p>14 A. Yes.</p> <p>15 Q. Do you recall when the idea or the notion of</p> <p>16 making loans or issuing notes to TelEfficient was</p> <p>17 first raised?</p> <p>18 A. The date?</p> <p>19 Q. Just the rough time of year, if you don't</p> <p>20 recall an exact date.</p> <p>21 A. No. No, I'm sorry.</p> <p>22 Q. So if the first note was executed August 8th,</p> <p>23 2014, do you have a thought of how far before that</p> <p>24 process would have started -- that discussion process</p> <p>25 would have started?</p>	<p style="text-align: right;">133</p> <p>1 A. No, I do not believe it was -- I don't</p> <p>2 believe the first conversation was to me directly. I</p> <p>3 remember I was -- I -- I believe I was approached by</p> <p>4 someone who I can't recall about the subject.</p> <p>5 Q. Did you have internal discussions at GENBAND</p> <p>6 over whether it was prudent to make loans to</p> <p>7 TelEfficient?</p> <p>8 A. I'm sorry. The question?</p> <p>9 Q. Did you have internal discussions at GENBAND</p> <p>10 about whether it was prudent to make loans to</p> <p>11 TelEfficient?</p> <p>12 A. Yes.</p> <p>13 Q. With whom do you recall having those</p> <p>14 discussions?</p> <p>15 A. Mark Pugerude, Steven Bruny, and then ul --</p> <p>16 to a larger extent. And then in a very limited</p> <p>17 extent, I would think Alex Russo, a board member, and</p> <p>18 David Walsh.</p> <p>19 Q. Do you recall Adam Ableman having any</p> <p>20 involvement in those discussions?</p> <p>21 A. Well, yes, he was our attorney drafting the</p> <p>22 agreements.</p> <p>23 Q. Was he responsible for drafting the notes?</p> <p>24 MR. RUBENSTEIN: Objection, form.</p> <p>25 A. You know, if drafting means providing legal</p>
<p style="text-align: right;">132</p> <p>1 A. Not -- not precisely, but I don't believe it</p> <p>2 would be too much before that.</p> <p>3 Q. Do you recall who first broached the subject</p> <p>4 of issuing loans to TelEfficient?</p> <p>5 A. TelEfficient.</p> <p>6 Q. Who specifically from TelEfficient?</p> <p>7 A. Murat.</p> <p>8 Q. Do you know what the circumstances were that</p> <p>9 caused that idea to come out from Mr. Armbruster?</p> <p>10 A. I was told by Murat that he needed funding to</p> <p>11 continue going with his company.</p> <p>12 Q. Do you know how TelEfficient had been funded</p> <p>13 prior to that time?</p> <p>14 A. At that time, I did not know, but in</p> <p>15 subsequent diligence I learned that there had been --</p> <p>16 that investors had invested into his company as well</p> <p>17 as he was carried by some of his suppliers like his</p> <p>18 attorneys who he had accrued fees to but allowed him</p> <p>19 to not make payments.</p> <p>20 Q. Who did Mr. Armbruster first approach with</p> <p>21 the idea of GENBAND making loans?</p> <p>22 A. I don't recall that specifically.</p> <p>23 Q. Do you know if he came to you directly or if</p> <p>24 you heard -- first heard of this through Mr. Bruny or</p> <p>25 somebody else?</p>	<p style="text-align: right;">134</p> <p>1 counsel, yes.</p> <p>2 Q. (BY MR. BEXLEY) Did he write the actual</p> <p>3 documents that were signed?</p> <p>4 MR. RUBENSTEIN: Objection, form.</p> <p>5 A. I don't -- I presumed so unless he had a</p> <p>6 staff attorney help him.</p> <p>7 Q. (BY MR. BEXLEY) Why did GENBAND ultimately</p> <p>8 agree to make loans to TelEfficient?</p> <p>9 A. To -- to continue their financial solvency.</p> <p>10 Q. Why was that important to GENBAND?</p> <p>11 A. At the time, we had -- we had introduced</p> <p>12 TelEfficient to some of our most important clients,</p> <p>13 and they were considering a TelEfficient solution.</p> <p>14 And we believe that if TelEfficient were to go</p> <p>15 insolvent after we had introduced them, that it would</p> <p>16 be an embarrassment to our company.</p> <p>17 Q. You could have certainly just said no, no</p> <p>18 funding and made TelEfficient either find funding</p> <p>19 elsewhere or become insolvent, right?</p> <p>20 A. That's correct.</p> <p>21 Q. There was no obligation in the teaming</p> <p>22 agreement or other legal documents between you and</p> <p>23 TelEfficient at that time that obligated GENBAND to</p> <p>24 make loans, right?</p> <p>25 A. That's correct.</p>